

NON – COMPETITION, NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "*Agreement*") is entered into as of this **<date>**, by and between, **<company Name>** ("*Discloser*"), and **<company name>**, having office at.(the "*Recipient*"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed that:

1. As used herein, "*Confidential Information*" means private, confidential, trade secret or other proprietary information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business of Discloser, including, without limitation, any information which, if kept secret, will provide Discloser with an actual or potential economic advantage over others in the relevant trade or industry, such as, but not limited to: business data (including cost data), price lists, strategies, business plans, and compensation. Confidential Information shall not include information that: (i) at the time of first disclosure by Discloser to Recipient was already in the possession of Recipient, as shown by written records of Recipient existing as such time; (ii) is independently made available to Recipient on a non-confidential basis by an unrelated and independent third party whose disclosure does not constitute a breach of any duty of confidentiality owed directly or indirectly to Discloser; or (iii) is generally available to the public in a readily-available document.
 2. Non Competition here by means that the recipient will not approach any of the clients (direct or Indirect) of the provider directly or indirectly for any kind of business or non-business work.
2. Except as required in considering a potential business relationship with Discloser or with the prior written authorization of Discloser, Recipient shall not directly or indirectly use, disclose, disseminate, publish or otherwise reveal any Confidential Information for the benefit of any party other than Discloser. In the event that Recipient is required by a court of competent jurisdiction to disclose Confidential Information, Recipient shall first (unless expressly prohibits) provide Recipient with notice and the opportunity to take appropriate action to preserve the confidential nature of the information. In the event that Recipient is, nonetheless, required to make disclosure of confidential information, Recipient shall limit such disclosure to the

minimum amount necessary to comply with Recipient's legal obligations, as determined by Recipient's legal counsel. Such minimum disclosure shall not constitute a breach hereof.

3. Upon termination of Recipient's discussions with Discloser concerning a potential business relationship, for any reason, or upon Discloser's earlier request, Recipient shall return to Discloser or destroy all Confidential Information and any and all copies or reproductions thereof, and any documents or materials containing Confidential Information, in any case, whether tangible or intangible, in Recipient's possession or control. Recipient shall certify to his or her compliance with this Section in writing upon Discloser's request.

4. Recipient understands and agrees that the terms of this Agreement are reasonable and necessary to protect Discloser's business interests. Recipient further agrees that Discloser would suffer immediate and irreparable harm not adequately compensated by money damages alone if Recipient violates the terms of this Agreement. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, Discloser shall be entitled to obtain injunctive relief to enforce the agreement.

5. This agreement contains the full agreement of the parties relating to the subject matter hereof, and shall be governed by and construed in accordance with the laws of India without reference to its principles of conflict of laws. Recipient may not assign this agreement. No waiver hereunder shall be valid unless in writing. In the event that any provision of this agreement shall be invalid and unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability shall attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this agreement. To the fullest extent permitted by the law, this agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid and unenforceable.

In witness whereof, the undersigned, intending to be legally bound, execute this agreement as of the date first set forth above.

Discloser	Recipient
Name:	Name:
Designation:	Designation:
Signature:	Signature: